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PATENT  
Attorney Docket No.: 020699-000310US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

G. Scott Smith, et al.

Application No.: 09/898,319

Filed: July 2, 2001

For: STORAGE AND RETRIEVAL OF  
ENCRYPTED CONTENT ON  
STORAGE MEDIA

Art Unit: 2131

DECLARATION OF FIDEL D. NWAMU  
IN SUPPORT OF PETITION FOR FILING  
PATENT APPLICATION UNDER 37 CFR  
§ 1.47(a): APPLICATION BY ASSIGNEE  
WHEN A JOINT INVENTOR REFUSES  
TO SIGN OR CANNOT BE FOUND

Attn: Box Missing parts  
Assistant Commissioner for Patents  
Washington, D.C. 20231

RECEIVED  
APR 10 2002  
OFFICE OF PETITIONS

Sir:

I, Fidel D. Nwamu, declare as follows:

1. I am an associate attorney in the law firm of Townsend and Townsend and Crew LLP and am one of the attorneys of record in the subject application.

2. On numerous occasions, I telephoned Jose Diaz, one of the inventors of the subject application, at Sony, Inc. ("Sony") where Mr. Diaz was employed. I was unable to reach Mr. Diaz.

3. I was subsequently informed by Sony's In-house Paralegal, Chris Acuff that Mr. Diaz had left the employ of Sony.

4. The application was subsequently filed with a declaration without Mr. Diaz's signature. The Declaration, however, was signed by the co-inventor of the subject application, Scott Smith. A copy of the declaration by Scott Smith is enclosed.

5. On July 5, 2001 a letter enclosing a declaration, an assignment and a copy of the filed application were sent to Mr. Diaz's last known address. In that letter, Mr. Diaz was informed that a petition under Section 1.47(a) would be filed if there was no response by August 5, 2001. The letter was sent by certified mail. Several weeks later, the letter returned unclaimed. A copy of the certified mail receipt and the unclaimed envelope are enclosed.

The undersigned declares further that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true and further that these statement made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the subject application or any patent issuing thereon.

Respectfully submitted,

Fidel D. Nwamu  
Reg. No. 46,294

Date: Fidel Nwamu  
12/21/01

TOWNSEND and TOWNSEND and CREW LLP  
Two Embarcadero Center, 8<sup>th</sup> Floor  
San Francisco, California 94111-3834  
Tel: (415) 576-0200  
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FDN:gsh  
SF 1303411 v1

DIAZ

Employee's Last Name (Print)

Jose  
First Name

## EMPLOYEE INFORMATION AGREEMENT

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Initial

(The original of the agreement should be carefully read, dated and witnessed in ink so that clear imprints of the signature appear on the copy.)

TO: SONY ELECTRONICS INC.

In consideration of my employment or continued employment in my capacity with SONY (as hereinafter defined), the salary, wages or benefits paid for my services in the course of such employment, and the use of the facilities and equipment of SONY, I voluntarily agree as follows:

1. For the purposes of this Agreement, the following terms shall have the following meanings:

- (a) "SONY" shall mean Sony Electronics Inc. and its parent, the Sony Group, subsidiaries, divisions and affiliates, or their successors or predecessors;
- (b) "Confidential Information" shall mean information (1) disclosed to or known by the Undersigned Employee as a consequence of or through his/her employment with SONY, intended to include trade secrets and proprietary information; (2) not generally known outside SONY; and (3) which relates to SONY's business. "Confidential Information" shall mean any new or useful art, discovery, contribution, finding, or improvement whether or not patentable, and all related know-how;
- (c) "Copyright Works" shall mean materials for which copyright protection may be obtained, including but not limited to: literary works, computer programs, artistic works (including designs, graphics, drawings, blueprints and other works), recordings, photographs, slides, motion pictures, and audio-visual works;
- (d) "Mask Works" shall mean a series of related images, however fixed or encoded, having or representing a predetermined, three dimensional pattern of metallic, insulating, semiconductor material present or removed from the layers of a semiconductor chip product; and in which series the relation of the images to one another is that each has the pattern of the surface of one form of the semiconductor chip product and is fixed in a semiconductor chip product;
- (e) "Moral Rights" shall mean and include the following: The right of an author to be known as the author of a work; to prevent others from being named as the author of an author's work; to withdraw a published work from circulation if it no longer represents the views of the author; and to prevent others from making deforming changes in such a way as to reflect on his/her professional standing.

2. I understand, acknowledge and agree to disclose and assign to SONY, promptly and fully, all inventions, ideas or other suggestions (whether or not patentable), all Confidential Information, all Copyrightable Works and all Mask Works, made or conceived by me (alone or jointly with others) during the period of my employment with SONY which: (a) relate to or correspond to any actual or anticipated business, research and development or investigations of SONY which at the time of conception are within the scope of my employment, or which I would not ordinarily have but for my employment with SONY; or (b) result directly, or indirectly, from, or are suggested by, any work which I have done in the course of my employment with SONY; or (c) are developed, tested, improved or investigated, either in part or entirely, on time for which I was paid by SONY or while I was using or receiving the benefit of any resources of SONY.

3. I further agree to execute at any time, during or after my employment, an assignment for each such invention, Confidential Information, Copyright Work or Mask Work as SO may request and on such terms as SONY may provide. I will promptly and fully assist SONY during and subsequent to my employment in every lawful way, including the signing, filing and all lawful papers, taking all lawful oaths, and doing all lawful acts, including giving testimony, without reimbursement other than my normal compensation as an employee of SONY, except for a reasonable payment for the time involved in the event my employment with SONY has terminated, to obtain, secure and protect for the benefit of SONY, at the expense of SONY, all patents, copyrights, mask works or other proprietary rights for inventions, Copyright Works or Mask Works in any and all countries, regardless of whether personally believe such rights to be protectable under law.

4. Unless otherwise agreed to in writing by SONY, original works of authorship fixed in any tangible form, prepared by me alone or jointly with others, within the scope of my employment with SONY, shall be deemed a "work made for hire" under the copyright laws of the United States and shall be owned by SONY. I understand that any assignment or release of such works can only be made by SONY. I will do everything reasonably necessary to enable SONY or its nominee to protect its rights in such works.

5. With respect to each and every Copyright Work which I am and will be obligated to assign to SONY hereunder and each and every "work made for hire", I hereby waive any Moral Rights which I may have therein respecting Sony's use(s) thereof. To the extent that this waiver is invalid or unenforceable, I agree to execute at any time, during or after my employment with SONY, a waiver of Moral Rights for each such Copyright Work and "work made for hire" as SONY may request and on such form(s) as SONY may provide.

6. I will keep and maintain adequate and current written records of all inventions, Confidential Information, Copyright Works and Mask Works in the form of notes, sketches, drawings, reports or other documents relating thereto, in both hard copy or electronic form, which records shall be and shall remain the exclusive property of SONY and shall at all times be available to SONY and promptly upon demand delivered to SONY.

7. I understand all writings, records, and other documents and items, either in hard copy or electronic form, containing any inventions, Confidential Information, Copyright Works or Mask Works in my custody or possession shall be the exclusive property of SONY, and shall not be copied and/or removed from the premises of SONY, except in pursuit of the business of SONY, and shall be delivered to SONY, without retaining any copies, upon the termination of my employment or at any time as requested by SONY.

8. I agree not to disclose any Confidential Information or proprietary information of SONY (including, but not limited to: business plans, customer lists, drawings, computer programs, etc.) in any form, accounting methods, inventories, inventions, processes, technological innovations and identity of SONY employees and their areas of expertise), including information received in confidence by SONY from others, either during or after my employment with SONY, except upon the prior written consent of SONY. It is understood that such Confidential Information and proprietary information of SONY includes matters that I conceive or develop as well as matters I learn from other employees of SONY; I will not, except as SONY may otherwise consent or direct in writing, reveal or disclose, sell, use, lecture upon, or publish any Confidential Information or proprietary information of SONY, or authorize anyone else to do these things, at any time, either during or subsequent to my employment with SONY. This clause shall continue in full force and effect and survive after termination of my employment.

9. I agree that during the period of my employment with SONY, I will not disclose to SONY or use in the course of my employment with SONY any trade secrets or other proprietary information which I may have acquired because of employment with an employer other than SONY, whether such information is in my memory or embodied in a writing or other physical form.

10. I will notify SONY in writing before I make any disclosure or perform or cause to be performed any work for or on behalf of SONY which appears to threaten or conflict with: (1) rights I claim in any invention or idea, (a) conceived by me or others prior to my employment by SONY, or (b) otherwise outside the scope of this Agreement, or in the event of my failure to give notice under the circumstances specified above, SONY may assume that no conflicting invention or idea exists, and I agree that I will make no claim against SONY with respect to the use of any such invention or idea in any work or the production of any work which I perform or cause to be performed for or on behalf of SONY.

11. I recognize that ideas, inventions, Confidential Information, Copyright Works or Mask Works relating to my activities while working for SONY and conceived or made by me, alone or with others, within one year after termination of my employment may have been conceived in significant part while employed by SONY. Accordingly, I agree that such ideas, inventions, Confidential Information, Copyright Works or Mask Works shall be presumed to have been conceived during my employment with SONY and are to be assigned to SONY under the terms of this Agreement unless and until I have clearly established the contrary by appropriate documentation and support.

12. I give assurance to SONY that I will not knowingly, unless I have obtained prior written authorization from the U.S. Department of Commerce or am otherwise permitted by the U.S. Department of Commerce Export Regulations, re-export or otherwise disclose, directly or indirectly, any technology or software received from Sony, nor allow the direct product thereof to be shipped directly or indirectly, to any of the countries proscribed under Part 778.4 (e) and (f) of the U.S. Department of Commerce Export Regulations.

13. If any provision of this Agreement is declared void or unenforceable or against public policy, such provision shall be deemed severable from this Agreement and the balance of this Agreement shall remain in full force and effect.

14. At the end of this Agreement, I have set forth what I represent and warrant to be a complete list of all inventions, if any, patented or unpatented, Copyright Works or Mask Works including a brief description thereof (without revealing any confidential or proprietary information of any other party) which I made or conceived prior to my employment with SONY and for which I claim ownership or are in the physical possession of a former employer and which are therefore excluded from the scope of this Agreement. If there are no such exclusions from this Agreement, I have so indicated by writing "None" below in my own handwriting.

15. This Agreement survives my employment by SONY. It is not an employment contract and is not in any way intended to restrict my right or the right at SONY to terminate the employment relationship at any time. This is consistent with the fact that each employee's employment with SONY is based upon an "employment at will" relationship. In addition, this Agreement is binding upon my heirs, executors, administrators or other legal representatives. Upon termination of my employment with SONY, I shall, if requested by SONY, return in writing my recognition of the importance of maintaining the confidentiality of the Confidential Information, SONY's proprietary information and trade secrets and reaffirm all of the obligations set forth in this Agreement.

16. This Agreement supersedes, terminates and otherwise renders null and void any and all prior agreements or understandings entered into with respect to the matters covered herein.

17. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey. The parties hereby consent to and submit to the jurisdiction of the federal and state courts located in the State of New Jersey.

18. I agree that this Agreement may not on behalf of or in respect to SONY be changed or modified, or released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing signed by an officer or otherwise authorized executive of SONY.

Signed at Ft Myres

(City)

FL

33917

this

13

day of

October

19

95

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Accepted for Sony Electronics Inc. this 13 day of October

signature Jose B. Hel... 1995 This Agreement becomes binding upon acceptance by Sony  
 However, this Agreement may not be changed or modified, or released, discharged, abandoned, or otherwise terminated in whole or in part, including any agreements  
 or obligations listed below, except by an instrument in writing signed by an officer or otherwise authorized executive of Sony.

The following are the only agreements or obligations to which I am presently a party which may be in conflict with the obligations undertaken above:

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EMPLOYEE COPY — CANARY



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